



EQUIPMENT SCHEDULE No. 002,
BETWEEN City of West Lafayette AS LESSEE
AND THE HUNTINGTON NATIONAL BANK, AS LESSOR

DATED AS OF **SEPTEMBER 1, 2011**

(the "Schedule")

Lessor and Lessee hereby acknowledge that the Items of Equipment described in this Schedule have been delivered to, and are now in the possession of, and have been unconditionally accepted by Lessee for all purposes of the Master Lease Agreement and that the following is a description of said items, the cost thereof, deferred interest to, termination date, the expiration date of the lease term with respect thereto, the rent therefor and the location thereof.

1. Equipment Description: See attached Exhibit A.

2. Rental:	\$31,863.41
a. Equipment Cost	\$182,325.00
b. Deferred Interest to June 1, 2014	\$8,855.46
c. Total Rental	\$191,180.46

In 6 Bi-Annual lease payments (the "Lease Payments"), as follows (with the schedule of amortization as set forth in Exhibit B attached hereto):

No.(s).	Amount	Commencing
6	\$31,863.41	December 1, 2011

3. Lease Commencement Date: September 1, 2011

4. Lease Termination Date: June 1, 2014

5. Equipment Location: 609 West Navajo Street
West Lafayette, IN 47906

6. Other Provisions: None.

7. All payments Bi-Annual in advance.

ACCEPTED AND APPROVED _____, 2011, as a Schedule to and made a part of the Master Lease Agreement.

The Huntington National Bank
LESSOR:

City Of West Lafayette
LESSEE:

By: _____

By: _____

Title: _____

Title: _____



EXHIBIT A
TO EQUIPMENT SCHEDULE No. 002 BETWEEN
City of West Lafayette AS LESSEE
AND THE HUNTINGTON NATIONAL BANK, AS LESSOR

DESCRIPTION OF EQUIPMENT

1 2012 IHC 7400 SBA 6x4 Packer Truck, VIN TBD



EXHIBIT B
TO EQUIPMENT SCHEDULE No. 002 BETWEEN
City of West Lafayette AS LESSEE
AND THE HUNTINGTON NATIONAL BANK, AS LESSOR

PAYMENT SCHEDULE

Lessee's Fiscal Period: _____ to _____

The following Lease Payments are computed on the basis of interest at the rate of 2.73%:

Lease Payment Dates	Lease Payments	Interest	Principal	Concluding Payment
12/1/2011	\$31,863.41	\$2,501.72	\$29,361.69	\$152,963.31
6/1/2012	\$31,863.41	\$2,098.85	\$29,764.56	\$123,198.75
12/1/2012	\$31,863.41	\$1,690.44	\$30,172.97	\$93,025.78
6/1/2013	\$31,863.41	\$1,276.43	\$30,586.98	\$62,438.80
12/1/2013	\$31,863.41	\$856.74	\$31,006.67	\$31,432.12
6/1/2014	\$31,863.41	\$431.29	\$31,432.12	(0.00)
Total:	\$191,180.46	\$8,855.46	\$182,325.00	



EXHIBIT D
MASTER LEASE AGREEMENT
BETWEEN THE HUNTINGTON NATIONAL BANK, as Lessor,
AND City of West Lafayette, as Lessee

ACCEPTANCE CERTIFICATE

The Huntington National Bank
Equipment Finance Division
105 East Fourth Street
Cincinnati, OH 45202

Ladies and Gentlemen:

In accordance with the terms of the Master Lease Agreement dated June 21, 2010 between The Huntington National Bank ("Lessor") and the undersigned ("Lessee") (the "Agreement"), Lessee hereby certifies and represents to, and agrees with Lessor, as follows:

1. The Equipment, as described in Schedule No. 002, between Lessor and Lessee, dated September 1, 2011, (the "Schedule") has been delivered and installed at the Equipment Location specified therein, and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it has received such Equipment in good condition, and accepts same for all purposes.
3. No Event of Default, as such term is defined in the Agreement, and no event which with notice or lapse of time or both, would become an Event of Default, has occurred and is continuing at the date hereof.
4. The Lease Commencement Date of the Schedule is as stated therein, and will commence payments in accordance with the terms of the Agreement.
5. The insurance coverage to be provided pursuant to Section 15 of the Agreement has been provided.
6. By the execution hereof, the provisions of the Agreement are incorporated into this Acceptance Certificate and the Schedule.
7. The Equipment is essential to the proper, efficient and economic operation of Lessee.

LESSEE: City of West Lafayette

By: _____

Title: _____

Date: _____



**SECURITY AGREEMENT
FOR TITLING
LEASE # 74731.002**

Grantor: City of West Lafayette
609 West Navajo Street
West Lafayette, IN, 47906

Lender: The Huntington National Bank
Equipment Finance Division
105 East Fourth Street
Cincinnati, OH 45202

THIS SECURITY AGREEMENT dated _____, 2011, is made and executed between City of West Lafayette ("Grantor") and The Huntington National Bank ("Lender").

GRANT OF SECURITY INTEREST. Grantor grants to Lender a security interest in the Collateral to secure Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property in which Grantor is giving to Lender a security interest:

Qty	Serial No.	Equipment Description
1	See Exhibit A	2012 IHC 7400 SBA 6x4 Packer Truck

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws or code of regulations do not prohibit any term or condition of this Agreement.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Indiana.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend or to continue the security interest granted in this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Security Agreement.

Indebtedness. The word "Indebtedness" means the Lease executed by Grantor, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.



GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED _____, 2011.

GRANTOR:

City of West Lafayette

By: _____

Title: _____



ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement") dated as of **September 1, 2011** and entered into among **The Huntington National Bank** a National Bank ("Lessor"), **City of West Lafayette**, a body corporate and politic existing under the laws of Indiana ("Lessee"), and **The Huntington National Association**, a National Bank, as escrow agent (the "Escrow Agent").

WITNESSETH:

1. This Escrow Agreement relates to and is hereby made a part of the Equipment Lease/Purchase Agreement No. **101-0074731-002** (the "Lease") dated as of the date hereof, between Lessor and Lessee.
2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.
3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement.
4. There is hereby established in the custody of Escrow Agent a special trust fund Account Number to be designated by the Escrow Agent (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement.
5. Lessor shall deposit **\$182,325.00** in the Acquisition Fund. Monies held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of a representation of Lessee in Qualified Investments maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed and in any event not more than 18 months after the date of purchase. Such investments shall be held by the Escrow Agent in the Acquisition Fund and any interest earned on such investments shall be deposited in the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.
6. "Qualified Investments", to the extent permitted by law, means: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii), or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above; provided that such collateral is free and clear of claims of third parties, that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral.
7. Monies in the Acquisition Fund shall be used to pay for the cost of acquisition of the equipment, payment shall be made from the Acquisition Fund for the cost of acquisition of part or all Equipment upon presentation to Escrow Agent of one or more properly executed Payment Request Forms executed by Lessee, a copy of which is attached hereto as Exhibit A, together with an invoice for the cost of the acquisition of the equipment for which payment is requested. Upon proper presentation of a Payment Request Form for the invoice, payment shall be made by Escrow Agent from the Acquisition Fund to the payee designated in the Payment Request Form for the cost of the acquisition of the Equipment specified therein.
8. The Acquisition Fund shall terminate upon the presentation of the Acceptance Certificate in the form attached to the Lease as Exhibit E. Upon termination, any amount remaining in the Acquisition Fund shall immediately be paid to Lessee.
9. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent.



10. Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent and thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Trustee under this Escrow Agreement and the predecessor Escrow Trustee shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Trustee.

11. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representation or warranties as to the title to any Equipment or as to the performance of any obligations of Lessor or Lessee.

12. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

13. In the event any court of competent jurisdiction shall hold any provisions of this Escrow Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

14. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the ____ day of September, 2011.

City of West Lafayette
Lessee

By _____

Title _____

The Huntington National Bank
Lessor

By _____

Title _____

The Huntington National Bank
Escrow Agent

By: _____

Title: _____

ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Lease Date	Maturity	Lease No.	Account
\$182,325.00	September 1, 2011	September 1, 2014	74731-002	TBD
References in the shaded area are for Lessor's use only and do not limit the applicability of this document to any particular Lease or item.				

Lessee: City of West Lafayette
609 West Navajo Street
West Lafayette, IN 47906

Lessor: The Huntington National Bank
Equipment Finance Division
105 East Fourth Street
Cincinnati, OH 45202

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated September 1, 2011, is made and executed between City of West Lafayette ("Lessee") and The Huntington National Bank ("Lessor").

ASSIGNMENT. For valuable consideration, Lessee assigns and grants to Lessor a security interest in the Collateral, including without limitation the deposit accounts described below, to secure the Indebtedness and agrees that Lessor shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lessor may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account ("Account"):

Deposit Account Numbers: TBD with Lessor

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

CROSS-COLLATERALIZATION. In addition to the Schedule, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Lessee to Lessor, or anyone or more of them, as well as all claims by Lessor against Lessee or anyone or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Schedule, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Lessee may be liable Individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lessor reserves a right of setoff in all Lessee's accounts with Lessor (whether checking, savings, or some other account). This includes all accounts Lessee holds jointly with someone else and all accounts Lessee may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Lessee authorizes Lessor, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

LESSEE'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Lessee represents and promises to Lessor that:

Ownership. Lessee is the lawful owner of the Collateral free and clear of all Leases, liens, encumbrances, and claims except as disclosed to and accepted by Lessor in writing.

Right to Grant Security Interest. Lessee has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lessor.

No Prior Assignment. Lessee has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Lessee shall not sell, assign, encumber, or otherwise dispose of any of Lessee's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Lessee will strictly and promptly do everything required of Lessee under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

Proceeds. Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Lessee shall be held by Lessee in trust for Lessor and immediately shall be delivered by Lessee to Lessor to be held as part of the Collateral.

Validity; Binding Effect. This Agreement is binding upon Lessee and Lessee's successors and assigns and is legally enforceable in accordance with its terms.

Financing Statements. Lessee authorizes Lessor to file a UCC-1 financing statement, or alternatively, a copy of this Agreement to perfect Lessor's security interest. At Lessor's request, Lessee additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lessor's security interest in the Property. Lessee will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lessor is required by law to pay such fees and costs. Lessee irrevocably appoints Lessor to execute financing statements and documents of title in Lessee's name and to execute all documents necessary to transfer title if there is a default. Lessor may file a copy of this Agreement as a financing statement. If Lessee changes Lessee's name or address, or the name or address of any person granting a security interest under this Agreement changes, Lessee will promptly notify the Lessor of such change.

LESSOR'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lessor may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any Indebtedness owing to Lessor; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Lessee, in writing, has requested from Lessor a release of this Agreement.

LESSOR'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lessor's interest in the Collateral or if Lessee fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Lessee's failure to discharge or pay when due any amounts Lessee is required to discharge or pay under this Agreement or any Related Documents, Lessor on Lessee's behalf may (but shall not be obligated to) take any action that Lessor deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lessor for such purposes will then bear interest at the rate charged under the Schedule from the date incurred or paid by Lessor to the date of repayment by Lessee. All such expenses will become a part of the Indebtedness and, at Lessor's option, will (A) be payable on demand; (B) be added to the balance of the Schedule and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Schedule; or (C) be treated as a balloon payment which will be due and payable at the Schedule's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lessor may be entitled upon Default.

LIMITATIONS ON OBLIGATIONS OF LESSOR. Lessor shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lessor shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Lessee about any of the above, whether or not Lessor has or is deemed to have knowledge of such matters.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Lessee fails to make any payment when due under the Indebtedness.

Other Defaults. Lessee fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lessor and Lessee.

False Statements. Any warranty, representation or statement made or furnished to Lessor by Lessee or on Lessee's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Lessee's existence as a going business, the insolvency of Lessee, the appointment of a receiver for any part of Lessee's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Lessee.

Creditor or Forfeiture Proceeding. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Lessee or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Lessee's accounts, including deposit accounts, with Lessor. However, this Event of Default shall not apply if there is a good faith dispute by Lessee as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Lessee gives Lessor written notice of the creditor or forfeiture proceeding and deposits with Lessor monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lessor, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Lessee's financial condition, or Lessor believes the prospect of payment or performance of the Indebtedness is impaired. Insecurity. Lessor in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, or at any time thereafter, Lessor may exercise anyone or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lessor may declare all Indebtedness of Lessee to Lessor immediately due and payable, without notice of any kind to Lessee.

Application of Account Proceeds. Lessor may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lessor or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Lessee as the interests of Lessee may appear. Lessee agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lessor also shall have all the rights of a secured party under the Indiana Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lessor may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to execute endorsements, assignments and instruments in the name of Lessee and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lessor shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Indiana Uniform Commercial Code, at law, in equity, or otherwise. Deficiency Judgment. If permitted by applicable law, Lessor may obtain a judgment for any deficiency remaining in the Indebtedness due to Lessor after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. Except as may be prohibited by applicable law, all of Lessor's rights and remedies, by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lessor to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to

take action to perform an obligation of Lessee under this Agreement, after Lessee's failure to perform, shall not affect Lessor's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lessor's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lessor to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Lessee under this Agreement, after Lessee's failure to perform, shall not affect Lessor's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Lessee agrees to pay upon demand all of Lessor's costs and expenses, including Lessor's attorneys' fees and Lessor's legal expenses, incurred in connection with the enforcement of this Agreement. Lessor may hire or pay someone else to help enforce this Agreement, and Lessee shall pay the costs and expenses of such enforcement. Costs and expenses include Lessor's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Lessee also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Indiana. This Agreement has been accepted by Lessor in the State of Ohio.

No Waiver by Lessor. Lessor shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lessor. No delay or omission on the part of Lessor in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lessor of a provision of this Agreement shall not prejudice or constitute a waiver of Lessor's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lessor, nor any course of dealing between Lessor and Lessee, shall constitute a waiver of any of Lessor's rights or of any of Lessee's obligations as to any future transactions. Whenever the consent of Lessor is required under this Agreement, the granting of such consent by Lessor in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lessor.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Lessee agrees to keep Lessor informed at all times of Lessee's current address. Unless otherwise provided or required by law, if there is more than one Lessee, any notice given by Lessor to any Lessee is deemed to be notice given to all Lessees.

Power of Attorney. Lessee hereby appoints Lessor as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Lessee, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Lessee, or otherwise, which in the discretion of Lessor may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lessor.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Lessee's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Lessee, Lessor, without notice to Lessee, may deal with Lessee's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Lessee from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Lessee in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Lessee's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed 16 such terms in the Uniform Commercial Code:

Account. The word "Account" means the deposit account described in the "Collateral Description" section.

Agreement. The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

Borrower. The word "Borrower" means **City of West Lafayette**, and all other persons and entities signing the Schedule in whatever capacity.

Collateral. The word "Collateral" means all of Lessee's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".
Event of Default. The words "Event of Default" means any of the events of default set forth in this Agreement in the default section of this Agreement.

Lessee. The word "Lessee" means **City of West Lafayette**.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lessor, including without limitation a guaranty of all or part of the Schedule.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Schedule or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Lessee is responsible under this Agreement or under any of the Related Documents.

Lessor. The word "Lessor" means The Huntington National Bank, its successors and assigns.
Schedule. The word "Schedule" means the Schedule executed by **City of West Lafayette** in the principal amount of **\$182,325.00** dated **September 1, 2011**, together with all renewals of, extensions of, Modifications of, refinancings of, consolidations of, and substitutions for the Schedule or credit agreement.

Property. The word "Property" means all of Lessee's right. Title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all Schedules, credit agreements, Lease agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

LESSEE HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED **SEPTEMBER 1, 2011**.

LESSEE:

City of West Lafayette

By: _____

Title: _____